INSURANCE—DOES WINDSTORM POLICY COVER LOSS OF HORSE FRIGHTENED INTO FATAL INJURY BY CYCLONE—PROXIMATE CAUSE.—D. insured P's property including horses from any loss or damage by windstorm, tornado, or cyclone. During a violent windstorm P's horse, while in a barn, became frightened, broke his halter, and was injured fatally. P. brought suit upon the insurance policy. *Held,* the death of the horse was the proximate result of the windstorm and so recovery may be had for the loss. *Fidelity Ins. Co.* v. *Anderson* (Ind., 1921), 130 N. E. 419.

The only question in the case was whether the injury to the horse was the proximate result of the windstorm, or whether the fright of the horse was an efficient intervening cause which broke the chain of causation. While the facts seem to be unique in the law of insurance it would seem that the case may be fairly compared on principle to the question whether injury from fright is the proximate result of an act of a wrongdoer when there is no impact. SUTHERLAND, DAMAGES [4th Ed.] p. 77, *et seq.*; 34 HARV. L. REV. 260; 17 MICH. L. REV. 407. Another group of analogous cases is to be found where the beneficiaries of a life insurance policy excepting death by the hand of the insured are allowed to recover where the deceased was insane at the time he took his life. *Travelers' Ins. Co.* v. *Mellick,* 65 Fed. 178; *Acc. Ins. Co.* v. *Crandal,* 120 U. S. 527; *Eastabrook* v. *Union Ins. Co.,* 54 Me. 224. The theory seems to be that the act of the insured in destroying himself does not break the chain of causation and the injury is regarded as proximately caused by the mental derangement and not by the act of the injured.

INSURANCE—STRIKING OF TRUCK BY FALLING OF SCOOP OF STEAM SHOVEL IN LOADING AS A "COLLISION."—Autotruck was struck by the falling onto it from above of the scoop of a steam shovel with which the truck was being loaded. *Held,* such striking is a "collision" within a policy insuring the truck. *Universal Service Co. et al.* v. *American Ins. Co.,* (Mich., 1921), 181 N. W. 1007.

The Century Dictionary defines collision as "The act of striking or dashing together of two bodies; the meeting and mutual striking or clashing of two or more moving bodies, or of a moving body with a stationary one." The question of collision in an insurance cause arises only in marine and automobile insurance. In marine insurance the English courts hold that collision applies only to the coming together of two navigable vessels, and does not apply to a case where a vessel runs into some stationary and permanent obstruction. See *Hough* v. *Head,* 54 L. J. Q. B. 294, and *Chandler* v. *Blogg,* 1 Q. B. 32. In the United States it has been decided that there is no collision within the meaning of that term where a vessel runs against some sunken obstruction in the water. See *Clive* v. *Western Assur. Co.,* 101 Va. 496, and *Burnham* v. *China Mut. Ins. Co.,* 189 Mass. 100. However, a vessel need not be in motion at the time of collision. See *The Moxey,* 17 Fed. Cas. 940, where the injured vessel was moored to the pier and was damaged by the other vessel pushing her against the wharf; *Wright* v. *Brown,* 4 Ind. 95, where the injured vessel was moored to the wharf and was sunk by the vio-